

ORIGINAL

CHIROPRACTIC PHYSICIANS'
BOARD OF NEVADA

BEFORE THE CHIROPRACTIC
PHYSICIANS BOARD OF NEVADA

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RENO, NEVADA 89502

IN THE MATTER OF)
JAMES OVERLAND, JR. D.C.) CASE NO. 06-18
LICENSE NO.: B526) 06-19
Respondent.) 06-22
AGREED SETTLEMENT OF DISCIPLINARY
ACTION AND ORDER

IT IS HEREBY STIPULATED AND AGREED by and between JAMES
OVERLAND, JR., D.C. (hereinafter "Respondent"), and the Chiropractic Physicians
Board of Nevada (herein after "Board") by and through its Investigating Member the
Board, Margaret Colucci, D.C. (hereinafter "Investigating Member") and the Board's
counsel Elizabeth J. Foley, Esq. as follows:

BACKGROUND

- 1) The Respondent is licensed as a doctor of Chiropractic in the State of Nevada
under license number B-526.
- 2) Respondent JAMES OVERLAND JR., D.C. was previously found guilty of the
following violations by the Board:

(1) NRS 634.018(15) and/or NRS 634.018(11), including NAC
634.415 and/or NAC 634.430(m), by permitting unlicensed
personnel to perform patient services; (2) NRS 634.018(11),
including NRS 634.125, and/or NAC 634.415 and/or NAC
634.119, by allowing the treatment of his patients while he was
absent from his practice; (3) NRS 634.018(11), including NAC

634.430(1)(e)(1), by billing patients for adjustments that were not actually provided; (4) NRS 634.018(11), including NAC 634.435(1), by failing to keep clear, complete and accurate patient records; (5) NRS 634.018(11), including NAC 634.430(1)(g), by providing falsified SOAP notes to the board's investigator; (6) NRS 634.018(11), including NAC 634.430(1)(g), by failing to provide employment records as requested by the board's investigator; (7) NRS 634.018(11), including NAC 634.430(1)(h), by failing to provide patient records upon request

- 3) Respondent has practiced Chiropractic in the State of Nevada under the business names of Affiliated Chiropractic Center in Pahrump, Nevada and Advantage Chiropractic in Henderson, Nevada.
- 4) On February 23, 2007, Respondent was issued a Board Complaint which alleged as follows:

A) Dr. JAMES T. OVERLAND JR., had allowed unlicensed persons to treat patients in his Pahrump Office; and

B) DR. JAMES T. OVERLAND, JR. violated Chiropractic Statutes and Regulations governing patient record keeping; and

C) DR. JAMES T. OVERLAND JR., engaged in misrepresentation with respect to his chiropractic practice; and

D) DR. JAMES T. OVERLAND JR., obstructed the Board's lawful investigation and failed to comply with Board subpoenas; and

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1 E) DR. JAMES T. OVERLAND JR. improperly waived deductibles and
2 co-pays; and

3
4 5) DR. JAMES T. OVERLAND JR. filed an Answer to the Board's Complaint on
5 or about April 19, 2007 in which he admitted that some patient SOAP Notes
6 were not completely filled out at the time of service but denied the remaining
7 allegations.

8 **JURISDICTION**

9
10 6) Respondent JAMES T. OVERLAND JR., D.C. was at the relevant times
11 mentioned herein a licensed chiropractor (License Number B-526) and he acknowledges
12 the Board has jurisdiction over him and the conduct addressed in the Complaint.

13 **I**

14 **ACKNOWLEDGMENT AND VOLUNTARY WAIVER OF RIGHTS**

15
16 7) Respondent is aware of and fully understands, his right to have a hearing on the
17 allegations set forth in the Complaint, his rights to reconsideration, appeal, and all other
18 rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada
19 Chiropractic Act and accompanying regulations, and the federal and state constitutions.
20 Respondent understands that he has the right to be represented by counsel in this matter
21 at his own expense.

22
23 8) Respondent hereby freely, voluntarily and intelligently, waives the rights
24 enumerated above, and instead chooses to enter into this Agreed Settlement with the
25 Board in accordance with NRS233B.121(5).

26 9) In consideration of execution of this Agreed Settlement, Respondent for himself,
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1 his heirs, executors, administrators, successors, and assigns, hereby release, remise, and
2 forever discharges the state of Nevada, the Board, and each of their members, agents,
3 and employees in their individual and representative capacities, from any and all manner
4 of actions, causes of action, suits, debts, judgments, executions, claims and demands
5 whatsoever known and unknown, in law or equity, the Respondent ever had, now has,
6 may have, or claim to have, or claim to have against any or all of the persons or entities
7 named in this section, arising out of or by reason of the Board's investigation, this
8 disciplinary action, and all other matters relating hereto.
9

10 10) Respondent hereby indemnifies and holds harmless the State of Nevada, the
11 Board, and each of their members, agents, and employees in their individual and
12 representative capacities against any and all claims, suits, and actions brought against
13 said person and/or entities by reason of the Board's investigation, this disciplinary action
14 and all other matters relating thereto, and against any and all expenses, damages, and
15 costs including court costs and attorney fees, which may be sustained by the persons
16 and/or entities named in this section as a result of said claims, suits, and actions.
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19 FINDINGS AND CONDITIONS OF AGREEMENT

20 11) Based upon the limited investigation to date and applying the administrative
21 burden of substantial evidence as set forth in State Employment Security vs. Hilton
22 Hotels, 102 NEV 600, 608, 720, P.2d 49, 498 (1986); and Minton v. Board of Medical
23 Examiner, 110 Nev. 1060 881 P.2d 1339 (1994) and NRS 233B.135 (3)(e) and NAC
24 634.650(2), but not for any other purpose, the Boards finds that this matter may be
25 resolved on the following terms:
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1 A) Respondent admits to guilt as to the violation of NRS 634.018 (11) I
2 including NAC 634.435(1) by failure to keep clear, complete and accurate
3 patient records and NAC 634.430 (1)(h) by failing to provide patient
4 records upon request; and
5

6 B) Respondent shall pay a fine to the Board in the amount of Ten
7 Thousand Dollars (\$10,000.00) to be paid by August 12, 2007 and prior
8 to reactivation of Respondents License Number B-526 and said amount
9 shall be reported to the National Practitioners Data Bank; and
10

11 C) Respondent shall pay the sum of [Forty Two Thousand and Six
12 Dollars and Thirty Eight Cents (\$42,006.38)] to the Board for costs for
13 investigative and attorneys fees incurred by the Board to date; and one
14 half of this amount Twenty One Thousand and Three Dollars and
15 Nineteen Cents, (\$21,0003.19) shall be paid to the Board on or before
16 August 12, 2007 and the balance to be paid in the amount of \$1666.66
17 monthly payments beginning September 12, 2007 and continuing until
18 paid in full; and
19

20 D) Pursuant to NRS 634.190(2)(d) Respondent agrees to the suspension
21 of his Chiropractic license for a period of one (1) year beginning August
22 12, 2007. Respondent shall not be present at the premises of Advantage
23 Chiropractic in Henderson, Nevada during normal business hours during
24 the one (1) year suspension period. Normal business hours are defined as
25 Monday through Friday 8:30 a.m. until 6:00 p.m. and Saturday 9:00 a.m.
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1 until 1:00 p.m. If the costs and fines have not been paid in full at the end
2 of the one year period ending August 12, 2008, the suspension will
3 continue until the fine and costs are paid in full.

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5 E) Respondent agrees to be placed on probation for a period of three (3)
6 years beginning at the end of the suspension . During the three (3) year
7 probationary period, Respondent shall allow a Board member and /or, the
8 Compliance Officer, approved by the Board and/or its agent to enter and
9 inspect at any time his chiropractic facility and review his patient records,
10 including but not limited to new patient and patient contact information,
11 releases, liens, examination, x-rays and x-ray reports, treatment records
12 SOAP notes, superbills, sign-in sheets, narrative reports, billing and
13 payment records, receipt books, appointment calendars, and any other
14 records related to patient care, and all documents and records related to
15 his employment of persons to perform any manner of treatment to his
16 patients, including but not limited to employment applications, payroll
17 records, registration applications, correspondence with the Board, training
18 programs and certificates. Further upon request, Respondent must make
19 available copies of any and all agreements with any and all third parties;
20
21 and
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24 F) Respondent agrees to take, and pass, the National Chiropractic Board
25 Ethics and Boundaries Examination within one year of the adoption of
26 this Agreement; and
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1 G) Respondent agrees to take an additional twelve hours of continuing
2 education course on record-keeping within one year; and
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4 H) Respondent agrees to reimburse the Board on a quarterly basis for the
5 costs of hiring a Board appointed Compliance Officer who will physically
6 meet and monitor his practice and file a written report quarterly on Dr.
7 DR. JAMES OVERLAND, JR.'s compliance with and adherence to
8 Nevada Statutes, Rules, and Regulations for a period of three (3) years
9 from the end of the suspension of Dr. JAMES T. OVERLAND JR's
10 license pursuant to Section 11(d) .; and
11
12 I) Respondent agrees to strictly adhere to Chapter 634 of the Nevada
13 Revised Statutes and the Nevada Administrative Code; and
14
15 J) Any violation of this Agreed Settlement of NRS or NAC Chapter 634
16 constitutes grounds for the Board to take appropriate disciplinary action
17 against Respondent; and
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19 K) DR. JAMES T. OVERLAND JR., hereby confesses to Judgment and
20 agrees that any unpaid portion of the costs and fees shall be reduced to a
21 judgment for punitive damages upon default; and
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23 L) DR. JAMES T. OVERLAND JR. will sign all further documents
24 necessary to effectuate this agreement including but not limited to a
25 Security Agreement; and
26
27 M) Dr. JAMES T. OVERLAND JR. will timely comply with all Board
28 investigations, records requests, and subpoenas; and

1 N) The respondent shall be given an accounting of the costs assessed
2 pursuant to Section 11(c) of this Agreement.
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5 **ACCEPTANCE OF AGREEMENT BY BOARD**

6 12) Respondent understands that the terms of this Agreed Settlement were presented
7 to and were approved by the Board at the duly convened meeting on May 11, 2007.

8 **EFFECT OF COMPLETE AGREEMENT**

9 13) This Agreed Settlement of Disciplinary Action and Order consists of Nine (9)
10 pages and embodies the entire Agreement reached between the Board and Respondent.
11 It may not be altered, amended or modified without the express written consent of the
12 parties.

13
14 14) The Board shall retain Jurisdiction in this case until all conditions have been met
15 to the satisfaction of the Board.

16 15) If the Respondent fails to comply with any of the terms of this agreement, this
17 matter may be brought back before the Board for further action on the Amended
18 Complaint against Respondent on file herein.

19
20 DATED this 29 day of May, 2007.

21 APPROVED AS TO FORM &
22 CONTENT

APPROVED AS TO FORM &
CONTENT

23
24 
25 ELIZABETH J. FOLEY, ESQ.
26 BOARD COUNSEL

27 
28 MARGARET COLUCCI, D.C.
INVESTIGATING MEMBER

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ORDER

By a majority vote on May 11, 2007, Chiropractic Physicians' Board of Nevada approved and adopted the terms and conditions set forth in the Agreed Settlement of Disciplinary Action with JAMES T. OVERLAND, JR. D.C. Respondent.

IT IS SO ORDERED.

DATED this 29 day of May, 2007.

STATE OF NEVADA CHIROPRACTIC
PHYSICIANS' BOARD OF NEVADA

BY Dr. Stephanie Youngblood
STEPHANIE YOUNGBLOOD D.C.
President, Chiropractic Physicians' Board of Nevada